

11/11/2024 11:04 AM  
Marilyn Burgess - District Clerk Harris County  
Envelope No. 94140437  
By: Monica Jackson  
Filed: 11/11/2024 11:04 AM

2024-79388 / Court: 80

CAUSE NO. \_\_\_\_\_

**JOSEPH TRINH,**  
*Plaintiff*

vs.

**HOMESITE INSURANCE  
COMPANY,**  
*Defendant*

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IN THE DISTRICT COURT

\_\_\_\_ JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

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**PLAINTIFF'S ORIGINAL PETITION**

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TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, **JOSEPH TRINH** ("Plaintiff"), and files this Plaintiff's Original Petition, complaining of **HOMESITE INSURANCE COMPANY** ("Defendant"), and for cause of action, Plaintiff would respectfully show their Honorable Court the following:

**DESIGNATED SERVICE EMAIL ADDRESS**

The following is the undersigned attorney's designation of electronic service email address for all electronically served documents and notices, filed and unfiled, pursuant to TEX. R. Civ.P.21(f)(2) and 21(a): klinares@ccatriallaw.com and egutierrez@ccatriallaw.com. As such, these are the **ONLY** electronic email addresses and undersigned counsel does **NOT** accept service through any other email address but requests a copy of all electronically served documents and notices, filed and unfiled be sent to scarrigan@ccatriallaw.com or danderson@ccatriallaw.com.

**DISCOVERY CONTROL PLAN**

1. Plaintiff intends for discovery to be conducted under Level 3 of Rule 190 of the Texas Rules of Civil Procedure. This case involves complex issues and will require extensive discovery. Therefore, Plaintiff will ask the Court to order that discovery be conducted in

**EXHIBIT B**

accordance with a discovery control plan tailored to the particular circumstances of this suit.

#### **PARTIES**

2. Plaintiff **JOSEPH TRINH** is an individual residing in Harris County, Texas.
3. Defendant **HOMESITE INSURANCE COMPANY** is a domestic insurance company engaging in the business of insurance in the State of Texas. This Defendant may be served via certified mail, return receipt requested by the clerk of the court, by serving its registered agent, Corporation Service Company at 211 E. 7<sup>th</sup> Street, Suite 620, Austin Texas 78701.

#### **JURISDICTION**

4. The Court has jurisdiction over this cause of action because the amount in controversy is within the jurisdictional limits of the Court.
5. The Court has jurisdiction over Defendant **HOMESITE INSURANCE COMPANY** because the Defendant is a domestic insurance company that engages in the business of insurance in the State of Texas, and Plaintiff's causes of action arise out of the Defendant's business activities in the State of Texas.

#### **VENUE**

6. The venue is proper in Harris County, Texas, because the insured property is situated in Harris County, Texas. TEX. CIV. PRAC. & REM. CODE §15.032.

#### **FACTS**

7. Plaintiff is the owner of a Texas Homeowners' Insurance Policy number 41308975 (hereinafter referred to as "the Policy"), which was issued by **HOMESITE INSURANCE COMPANY**.

8. Plaintiffs own the insured property, which is specifically located at 6503 Desert Rose Lane, Houston, Texas 77086 in Harris County, Texas (hereinafter referred to as “the Property”).
9. Defendant **HOMESITE INSURANCE COMPANY** sold the Policy insuring the Property to Plaintiffs.
10. On or about April 29, 2024, a fire broke out on Plaintiff’s property. Plaintiff’s entire home and personal contents sustained extensive damage during the storm. Plaintiff asked that **HOMESITE INSURANCE COMPANY** cover the cost of repairs to the Property pursuant to the Policy.
11. The claim number assigned by **HOMESITE INSURANCE COMPANY** is 01-007-549174.
12. Defendant **HOMESITE INSURANCE COMPANY** assigned an adjuster to adjust Plaintiffs’ claim. The adjuster assigned was improperly trained and failed to perform a reasonable or adequate inspection of Plaintiff’s damages. During the course of their inspection, the adjuster made the executive decision to severely underscope and undervalue the damage to the exterior of the home. Defendant **HOMESITE INSURANCE COMPANY** agreed with and adopted the adjuster’s undervalued and erroneous evaluation of Plaintiff’s damages as its own and ultimately denied payment to Plaintiff based on that evaluation.
13. As a result of the adjuster’s unreasonable investigation of Plaintiff’s claim (including not providing full coverage for the damages sustained by Plaintiff and under-scoping the damages during its investigation, thus denying adequate and sufficient payment to Plaintiff to repair their property), Plaintiff’s claim was improperly and unreasonably adjusted. The mishandling of Plaintiff’s claim has also caused a delay in their ability to make necessary

repairs to the Property, which has resulted in additional and consequential damages. To date, Plaintiff has yet to receive the full payment to which they are entitled under the Policy.

14. As detailed in the paragraphs below, **HOMESITE INSURANCE COMPANY** wrongfully denied Plaintiff's claim for repairs to the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff. Furthermore, **HOMESITE INSURANCE COMPANY** underpaid some of Plaintiff's claims by not providing full coverage for the damages sustained by Plaintiff, as well as under-scoping the damages during its investigation.
15. To date, **HOMESITE INSURANCE COMPANY** continues to delay the payment for the damages to the property. As such, Plaintiff has not been paid any amount for the damages to their property.
16. Defendant **HOMESITE INSURANCE COMPANY** failed to perform its contractual duties to adequately compensate Plaintiff under the terms of the Policy. Specifically, it refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged property, and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. **HOMESITE INSURANCE COMPANY'S** conduct constitutes a breach of the insurance contract between **HOMESITE INSURANCE COMPANY** and Plaintiff.
17. Defendant **HOMESITE INSURANCE COMPANY** misrepresented to Plaintiff that the damage to the Property was not covered under the Policy, even though the damage was caused by a covered occurrence. This was the adjuster's decision to make, and **HOMESITE INSURANCE COMPANY** adopted this decision. Defendant **HOMESITE**

**INSURANCE COMPANY** conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1).

18. Defendant **HOMESITE INSURANCE COMPANY** failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. Defendant **HOMESITE INSURANCE COMPANY'S** conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).
19. Defendant **HOMESITE INSURANCE COMPANY** failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, Defendant **HOMESITE INSURANCE COMPANY** failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, Defendant **HOMESITE INSURANCE COMPANY** did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiffs' claim. Defendant **HOMESITE INSURANCE COMPANY'S** conduct is a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(3).
20. Defendant **HOMESITE INSURANCE COMPANY** failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection, regarding the full and entire claim, in writing from Defendant **HOMESITE INSURANCE COMPANY**. Defendant **HOMESITE INSURANCE COMPANY'S** conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(4).

21. Defendant **HOMESITE INSURANCE COMPANY** refused to fully compensate Plaintiff, under the terms of the Policy, even though Defendant **HOMESITE INSURANCE COMPANY** failed to conduct a reasonable investigation. Specifically, Defendant **HOMESITE INSURANCE COMPANY** performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiff's losses on the Property. This is evidenced by the adjuster's estimate which shows that the adjuster failed to include amounts for roof and exterior of the home. Defendant **HOMESITE INSURANCE COMPANY'S** conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(7).
22. Defendant **HOMESITE INSURANCE COMPANY** failed to meet its obligations under the Texas Insurance Code regarding timely acknowledging Plaintiff's claim, beginning an investigation of Plaintiff's claim, and requesting all information reasonably necessary to investigate Plaintiff's claim, within the statutorily mandated time of receiving notice of Plaintiff's claim. **HOMESITE INSURANCE COMPANY'S** conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055.
23. Defendant **HOMESITE INSURANCE COMPANY** failed to accept or deny Plaintiff's full and entire claim within the statutorily mandated time of receiving all necessary information. **HOMESITE INSURANCE COMPANY'S** conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056.
24. Defendant **HOMESITE INSURANCE COMPANY** failed to meet its obligations under the Texas Insurance Code regarding payment of claim without delay. Specifically, it has delayed full payment of Plaintiff's claim longer than allowed, and, to date, Plaintiff has not

received full payment for their claim. **HOMESITE INSURANCE COMPANY'S** conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.058.

25. From and after the time Plaintiff's claim was presented to **HOMESITE INSURANCE COMPANY**, the liability of **HOMESITE INSURANCE COMPANY** to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, **HOMESITE INSURANCE COMPANY** has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied to deny the full payment. **HOMESITE INSURANCE COMPANY'S** conduct constitutes a breach of the common law duty of good faith and fair dealing.
26. Defendant **HOMESITE INSURANCE COMPANY** knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.
27. As a result of Defendant **HOMESITE INSURANCE COMPANY'S** wrongful acts and omissions, Plaintiff was forced to retain the professional services of the attorney and law firm who are representing them with respect to these causes of action.

#### **CAUSES OF ACTION AGAINST DEFENDANT**

28. Defendant **HOMESITE INSURANCE COMPANY** is liable to Plaintiff for intentional breach of contract, as well as intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing.

##### **A. Breach of Contract**

29. Defendant **HOMESITE INSURANCE COMPANY'S** conduct constitutes a breach of the insurance contract made between **HOMESITE INSURANCE COMPANY** and Plaintiff.

30. Defendant **HOMESITE INSURANCE COMPANY'S** failure and/or refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question, and under the laws of the State of Texas, constitutes a breach of **HOMESITE INSURANCE COMPANY'S** contract with Plaintiff.

**B. Noncompliance With Texas Insurance Code: Unfair Settlement Practices**

31. Defendant **HOMESITE INSURANCE COMPANY'S** conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are made actionable by TEX. INS. CODE §541.151.
32. Defendant **HOMESITE INSURANCE COMPANY'S** unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).
33. Defendant **HOMESITE INSURANCE COMPANY'S** unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the claim, even though **HOMESITE INSURANCE COMPANY'S** liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).
34. Defendant **HOMESITE INSURANCE COMPANY'S** unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an

unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(3).

35. Defendant **HOMESITE INSURANCE COMPANY'S** unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff, or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(4).

36. Defendant **HOMESITE INSURANCE COMPANY'S** unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

**C. Noncompliance with Texas Insurance Code: The Prompt Payment of Claims**

37. Defendant **HOMESITE INSURANCE COMPANY'S** conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are made actionable by TEX. INS. CODE §542.060.

38. Defendant **HOMESITE INSURANCE COMPANY'S** failure to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that it reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-prompt payment of claims and a violation of TEX. INS. CODE §542.055.

39. Defendant **HOMESITE INSURANCE COMPANY'S** failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.056.

40. Defendant **HOMESITE INSURANCE COMPANY'S** delay of the payment of Plaintiff's claim following its receipt of all items, statements, and forms reasonably requested and required, longer than the amount of time provided for, as described above, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

**D. Breach of the Duty of Good Faith and Fair Dealing**

41. Defendant **HOMESITE INSURANCE COMPANY'S** conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insureds in insurance contracts.
42. Defendant **HOMESITE INSURANCE COMPANY'S** failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although at that time **HOMESITE INSURANCE COMPANY** knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

**KNOWLEDGE**

43. Each of the acts described above, together and singularly, was done "knowingly," as that term is used in the Texas Insurance Code and was a producing cause of Plaintiff's damages described herein.

**DAMAGES**

44. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of the damages sustained by Plaintiff.
45. As previously mentioned, the damages caused by the storm have not been properly addressed or repaired in the time since the event, causing further damages to the Property, and causing undue hardship and burden to Plaintiff. These damages are a direct result of

Defendant **HOMESITE INSURANCE COMPANY'S** mishandling of Plaintiff's claim in violation of the laws set forth above.

46. For breach of contract, Plaintiff is entitled to regain the benefit of the bargain, which is the amount of the claim, together with attorney's fees.
47. For noncompliance with the Texas Insurance Code, Unfair Settlement Practices, Plaintiff are entitled to actual damages, which include the loss of the benefits that should have been paid pursuant to the policy, mental anguish, court costs, and attorney's fees. For knowing conduct of the acts described above, Plaintiff ask for three times their actual damages. TEX. INS. CODE §541.152.
48. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of their claim, as well as eighteen (18) percent interest per annum on the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE §542.060.
49. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from the insurer's breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages, and damages for emotional distress.
50. For the prosecution and collection of their claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of their action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

**JURY DEMAND**

51. Plaintiff hereby requests that all causes of action alleged herein be tried before a jury consisting of citizens residing in Harris County.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon trial hereof, said Plaintiff has and recover such sums as would reasonably and justly compensate them in accordance with the rules of law and procedure, as to actual damages, treble damages under the Texas Insurance Code, and all punitive and exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of their case, for all costs of Court on their behalf expended, for prejudgment and postjudgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which they may show themselves justly entitled. In accordance with Rule 47 of the Texas Rules of Civil Procedure, Plaintiff seeks monetary relief over \$250,000 not more than \$1,000,000.

Respectfully submitted,

By: /s/David M. Anderson

David M. Anderson  
State Bar No. 24064815  
Stephen P. Carrigan  
State Bar No. 03877000  
Carrigan & Anderson, PLLC  
101 N. Shoreline Blvd., Ste. 420  
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Email: danderson@ccatriallaw.com  
*Attorneys for Plaintiff*

**Subject:** FW: Notice of Service of Process 01-007-549174**Date:** Wed 20 Nov 2024 22:42:01 +0000**From:** "Markvart, Brad" <BMarkvart@thegeneral.com>**To:** "claims@homesite.com" <claims@homesite.com>**Attachments:**

[PDF] 01-007-549174 30298369 JOSEPH TRINH VS. HOMESITE INSURANCE COMPANY\_CitationPetition.pdf



**Brad A. Markvart, J.D.**  
**Senior Manager, Personal Lines Property**  
**Litigation**  
 6000 American Parkway, Madison, WI 53783 | [view map](#)  
**Office Phone:** 608.893.5729  
 American Family Insurance, an AmFam Group Company

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Claim # 01-007-549174

**From:** [sop@cscglobal.com](mailto:sop@cscglobal.com) <[sop@cscglobal.com](mailto:sop@cscglobal.com)>**Sent:** Tuesday, November 19, 2024 6:47 PM**To:** Mailbox, CLMSLEGAL-LAWSUITS <CLMSLEGAL-LAWSUITS@amfam.com>**Subject:** Notice of Service of Process - Transmittal Number:30298369**This Message Is From an External Sender**

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**43326587**

Pursuant to client instructions, we are forwarding this summary and  
 Notice of Service of Process.

<b>Document Type</b>	Citation/Petition
<b>Matter Name</b>	Joseph Trinh vs. Homesite Insurance Company (16538629)
<b>Case Number</b>	202479388
<b>Court</b>	Harris County District Court, Texas

[VIEW MY DOCUMENT](#)

<b>Entity</b>	Homesite Insurance Company
<b>Entity I.D. Number</b>	3336419
<b>Entity Served</b>	Homesite Insurance Company

**EXHIBIT B**

**Nature of Case** Contract

**Jurisdiction Served** Texas

**Date Served on CSC** 11/19/2024

**Answer or Appearance Due** 10:00 am Monday next following the expiration of 20 days after service

**Originally Served On** CSC

**How Served** Certified Mail

Sender Information:

Carrigan & Anderson, PLLC  
361-884-4433

Primary Contact:  
Legal Department  
American Family Mutual Insurance

Electronic copy provided to:  
[clmslegal-lawsuits@amfam.com](mailto:clmslegal-lawsuits@amfam.com)  
[Amy.Johnson.1@afics.com](mailto:Amy.Johnson.1@afics.com)  
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- 1 Click the link to view and acknowledge your document
- 2 Contact your attorney to review

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**EXHIBIT B**

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## Notice of Service of Process

Transmittal Number: 30298369  
Date Processed: 11/19/2024

Primary Contact: Legal Department  
American Family Mutual Insurance  
6000 American Pkwy  
Madison, WI 53783-0001

Electronic copy provided to: Katie Rowan  
Jason Holt  
Alisa Little  
Mary Jo Moesch  
Amy Johnson

---

Entity:	Homesite Insurance Company Entity ID Number 3336419
Entity Served:	Homesite Insurance Company
Title of Action:	Joseph Trinh vs. Homesite Insurance Company
Matter Name/ID:	Joseph Trinh vs. Homesite Insurance Company (16538629)
Document(s) Type:	Citation/Petition
Nature of Action:	Contract
Court/Agency:	Harris County District Court, TX
Case/Reference No:	202479388
Jurisdiction Served:	Texas
Date Served on CSC:	11/19/2024
Answer or Appearance Due:	10:00 am Monday next following the expiration of 20 days after service
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**EXHIBIT B**

CAUSE NO. 202479388

RECEIPT NO. 1051203

75.00 CTM

\*\*\*\*\*

TR # 74405202

PLAINTIFF: TRINH, JOSEPH  
 vs.  
 DEFENDANT: HOMESITE INSURANCE COMPANY

In The 80th  
 Judicial District Court  
 of Harris County, Texas  
 80TH DISTRICT COURT  
 Houston, TX

## CITATION (CERTIFIED)

THE STATE OF TEXAS  
 County of Harris

TO: HOMESITE INSURANCE COMPANY MAY BE SERVED BY SERVING ITS REGISTERED  
 AGENT CORPORATION SERVICE COMPANY

211 E 7TH STREET SUITE 620 AUSTIN TX 78701

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on the 11th day of November, 2024, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

TO OFFICER SERVING:

This citation was issued on 13th day of November, 2024, under my hand and seal of said Court.

Issued at request of:  
 ANDERSON, DAVID MICHAEL JR.  
 101 N. SHORELINE BLVD, STE. 420  
 CORPUS CHRISTI, TX 78401  
 Tel: (361) 884-4433  
 Bar No.: 24064815



*Marilyn Burgess*

MARILYN BURGESS, District Clerk  
 Harris County, Texas  
 201 Caroline, Houston, Texas 77002  
 (P.O. Box 4651, Houston, Texas 77210)

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## CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by mailing to Defendant certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of PLAINTIFF'S ORIGINAL PETITION to the following addressee at address:

(a) ADDRESSEE

## ADDRESS

Service was executed in accordance with Rule 106  
 (2) TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
 by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
 Harris County, TEXAS

By \_\_\_\_\_, Deputy

**Automated Certificate of eService**

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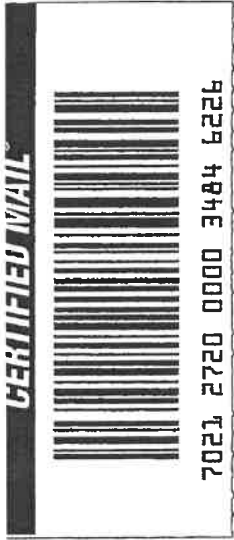
Krista Linares on behalf of David Anderson  
Bar No. 24064815  
klinares@ccatriallaw.com  
Envelope ID: 94140437  
Filing Code Description: Petition  
Filing Description: Plaintiff's Original Petition  
Status as of 11/11/2024 11:30 AM CST

Associated Case Party: Joseph Trinh

Name	BarNumber	Email	TimestampSubmitted	Status
David MAnderson		danderson@ccatriallaw.com	11/11/2024 11:04:09 AM	SENT
Erica Gutierrez		egutierrez@ccatriallaw.com	11/11/2024 11:04:09 AM	SENT
Krista Linares		klinares@ccatriallaw.com	11/11/2024 11:04:09 AM	SENT



**MARILYN BURGESS**  
HARRIS COUNTY DISTRICT CLERK  
P.O. Box 4651  
HOUSTON, TEXAS 77210-4651



2024-79388 80<sup>TH</sup> DISTRICT COURT  
HOMESITE INSURANCE COMPANY  
C/O CORPORATION SERVICE COMPANY  
211-E 7<sup>TH</sup> STREET SUITE 620  
AUSTIN TX 78701

